AGENDA
ANNUAL MEETING OF THE BOARD OF COMMISSIONERS
HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT

DATE: January 28, 2016

TIME: Executive Closed Session - 6:30 PM
      Regular Session – 7:00 PM

PLACE: Woodley Island Marina Meeting Room

The Meeting Room is wheelchair accessible. Accommodations and access to Harbor District meetings for people with other handicaps must be requested of the Director of Administrative Services at 443-0801 at least 24 hours in advance of the meeting.

1. Call to Order at 6:30 p.m.
   a. Move to Executive Closed Session pursuant to the provisions of the California Government Code Section 54956.8 (Conference with Real Property Negotiators):
      1. Conference with Real Property Negotiators
         Agency Negotiator: Board President, Executive Director and District Counsel
         Under Negotiation:
         Lease with Mario’s Marina at Shelter Cove

2. Adjourn Executive Closed Session

3. Call to Order Regular Session at 7:00 P.M. and Roll Call

4. Pledge of Allegiance

5. Report on Executive Closed Session

6. Public Comment

   Note: This portion of the Agenda allows the public to speak to the Board on the various issues not itemized on this Agenda. A member of the public may also request that a matter appearing on the Consent Calendar be pulled and discussed separately. Pursuant to the Brown Act, the Board may not take action on any item that does not appear on the Agenda. Each speaker is limited to speak for a period of three (3) minutes regarding each item on the Agenda. Each speaker is limited to speak for a period of three (3) minutes during the PUBLIC COMMENT portion of the Agenda regarding items of special interest to the public not appearing on the Agenda that are within the subject matter jurisdiction of the Board of Commissioners. The three (3) minute time limit may not be transferred to other speakers. The three (3) minute time limit for each speaker may be extended by the President of the Board of Commissioners or the Presiding Member of the Board of Commissioners at the regular meeting of the District. The three (3) minute time limit for each speaker may be enforced by the President of the Board of Commissioners or the Presiding Member of the Board of Commissioners at the regular meeting of the District.

7. Consent Calendar: None

8. Communications and Reports
   a. Executive Director Report
   b. Staff Reports
   c. District Counsel, District Planner and District Treasurer Reports
   d. Commissioner and Committee Reports
   e. Other
      • Sea Scouts Year in Review Presentation

9. Non Agenda

10. Unfinished Business
11. New Business

a. Consideration of approval of Permit and Agreement to Operate Kayak Rental Services for Brian Saxton dba Humboats Kayak Adventures.

b. Consideration of accepting for filing Permit Application 16-02 from Chevron USA for the Chevron Eureka Terminal Seismic Retrofit Project.

c. Consideration of purchase or lease of one (1) Sharp Color MX-3570N System from Coastal Business Systems.


e. Election of Officers.


g. Discussion of purchase of Vibracore system.

12. Administrative and Emergency Permits

13. Adjournment
HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT

PERMIT AND AGREEMENT TO OPERATE KAYAK RENTAL SERVICES

Startare Drive
Woodley Island Marina
P.O. Box 1030
Eureka, CA 95501

PERMITTEE:
Brian Saxton
dba Humboats Kayak Adventures
1745 Roberts Way
Arcata, CA 95521

This Permit and Agreement is executed in triplicate at Woodley Island Marina, Eureka, California, between HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, hereinafter referred to as "District", and BRIAN SAXTON, individually, DBA, HUMBOATS KAYAK ADVENTURES hereinafter referred to as "Humboats ".

WHEREAS, Humboats desires to operate the Humboats Kayak Adventures as a kayak rental, tour and lesson business from the Woodley Island Marina; and

WHEREAS, on or about January 12, 2016 Brian Saxton made written application to renew the Permit to operate the business Humboats Kayak Adventures at Slip Number 02, Float A at the Woodley Island Marina; and

WHEREAS, Ordinance Number 9, Section 6.78, of the District prohibits any commercial endeavor or charter service for hire, subparagraph (a), without a special permit from the District.

AFTER REVIEW AND CONSIDERATION thereof by the Board of Commissioners of the District of the application of Humboats hereinabove referred to:

THE PARTIES, THEREFORE, AGREE AS FOLLOWS:

1. District shall permit Humboats, an independent contractor, to operate the business Humboats Kayak Adventures for the purpose of rentals, tours and lessons from Woodley Island Marina. For the purpose of this Permit and
Agreement, Humboats commercial endeavor shall be referred to as "Kayak Rental Service". Diving or diving instruction from or on said vessels shall not be allowed and shall be prohibited at all times.

2. As described in Exhibit A, Berthing Permit and Rental Agreement for Woodley Island Marina, a copy of which is attached hereto and incorporated by reference as Exhibit "A" hereto; Humboats is permitted to use Slip Number 02, Float A, at the Woodley Island Marina for their vessels and barge.

3. As described in Exhibit B, Woodley Island Marina Storage Application, Humboats is permitted to use two (2) storage spaces in the Woodley Island Marina Storage Yard.

4. The term of this Permit and Agreement shall be for three (3) years commencing March 01, 2016, and terminating on February 28, 2019. District or Humboats may terminate this Permit and Agreement by giving sixty (60) days written notice of termination to the other party. District may terminate this Permit and Agreement with Humboats with or without cause or reason by giving Humboats sixty (60) days written notice of termination and Humboats shall terminate their Kayak Rental Service sixty (60) days from the date of personal service of said written notice of termination or sixty (60) days from the date of deposit or the written notice of termination deposited, enclosed in a sealed envelope with postage thereon fully prepaid, in the United States mail, and addressed to Brian Saxton, 1745 Roberts Way, Arcata, CA 95521.

In the event Humboats is in default of any of the provisions of the Berthing Permit and Rental Agreement for the Woodley Island Marina, a copy of which is attached hereto as Exhibit "A", and Humboats' Berthing Permit is terminated pursuant to said Agreement, this Kayak Rental Service Permit and Agreement shall terminate forthwith on the date of termination of Humboats' Berthing Permit and Rental Agreement without the requirement of
the hereinabove set forth sixty (60) day notice of termination provisions.

5. In addition to the monthly/yearly rental payable by Humboats to the District pursuant to the Berthing Permit and Rental Agreement for the Woodley Island Marina, a copy of which is attached hereto as Exhibit "A", Humboats shall pay District the sum of Two hundred fifty dollars ($250.00) per year for this Permit to carry on a Kayak Rental Service pursuant to this Agreement. All rates may be changed pursuant to paragraph 3 of the Berthing Permit and Rental Agreement for Woodley Island Marina which provides that the District may change or increase the rates by giving thirty (30) days notice.

6. Humboats shall pay District all fees described in the agreement and as detailed in Exhibit A and Exhibit B of the agreement on an annual basis.

7. On or prior to the date of the Agreement, to wit: March 01, 2015 Humboats shall purchase and maintain throughout the term of the Permit and Agreement, Commercial General Liability insurance covering Humboats' operation of their Kayak Rental Service operation pursuant to the terms of the Permit and Agreement. Said insurance policy of "protection and indemnity insurance" insuring Humboats from liability for bodily injury, death, or property damage as a result of their Kayak Rental Service operation and shall name District as an additional insured and provide District with a Certificate of Insurance stating the amount of the insurance and proof that the District is an additional named insured, and the agreement of said insurance company that District shall be notified forthwith of the event of non-payment of the premium or termination of said insurance policy. The amount of insurance shall be One Million Dollars and no cents ($1,000,000.00) per occurrence. In the event said liability insurance policy is cancelled or terminated, Humboats shall forthwith cease and stop their Kayak Rental Service for hire operation at District's premises at the Woodley Island Marina and shall not resume operations until said liability insurance
policy is fully reinstated and in full force and effect.

8. Humboats shall prior to commencing operation of their Kayak Rental Service obtain any and all necessary permits and licenses applicable to Humboats operation.

9. Humboats agrees that neither the Humboldt Bay Harbor, Recreation and Conservation District, nor its Board of Commissioners, nor any Officer of the District shall be liable to any extent for the injury or damages to any person or property or for the death of any person arising out of or connected with Humboats' Kayak Rental Service operation and Humboats shall indemnify and hold harmless District, its Commissioners, and Officers free and harmless from any liability for any such injury, death or damages. In addition, Humboats agrees to hold harmless, indemnify, and hold District non-responsible for any of Humboats' Kayak Rental Service operations according to the provisions of paragraphs 11, 13, and 19 of the Berthing Permit and Rental Agreement for Woodley Island Marina, a copy of which is attached hereto as Exhibit "A" and incorporated by reference as though set forth in full.

10. Humboats at all times shall comply and shall obtain compliance of Lessee's family, agents, employees, business visitors, and invitees of all laws, ordinances, rules and regulations, including Ordinance No.9, the Woodley Island Marina Rules and Regulations, California Boating Law and those of federal and state government.

11. Humboats at all times shall ensure that walkways and finger piers are not obstructed in any manner. No tires, ropes, canvas, or other material shall be nailed or attached to finger piers, docks, and piles without the written approval of the District. Vessels underway within the marina limits shall be for the purpose of mooring, entering or leaving a berth. Cruising between piers and under gangways is strictly prohibited. Humboats may place a sign
on the vessels the size of which must be approved by the District's Chief Executive Officer. Humboats may place a directional sign for incoming traffic onto the Marina at a location and the type and size sign which is approved by the Chief Executive Officer of the District, which shall reasonably conform in size, shape, and colors of the signs heretofore existing on the Woodley Island Marina.

12. This Permit and Agreement is not transferable or assignable by Humboats without approval in writing by the District. Any transfer of assignment or attempted transfer or assignment of this Permit by Humboats shall be null and void.

13. This Permit and Agreement is non-exclusive and District retains the right to enter into agreements with and grant permits to other persons or business for the same purposes as set forth in this Permit and Agreement.

14. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, successors, and assigns of all of the parties hereto; and all of the parties hereto shall be jointly and severally liable hereunder.

15. Time is of the essence of this Permit and Agreement and of each and every covenant, term, and condition, and provision hereof.

16. Humboats is hereby notified by the District that this Permit and Agreement to Operate Kayak Rental Services in conjunction with the Berthing Permit and Rental Agreement for the vessels for the Woodley Island Marina or property interests created herein, if any, may be subject to a possessory interest tax or property taxation if created pursuant to Sections 107 to 108 of the California Revenue and Taxation Code and that Humboats and/or the party in whom the possessory interest is vested may be subject to the payment of property taxes levied upon such interests. Humboats agrees and acknowledges that they have actual notice pursuant to Section 107.6 of the
California Revenue and Taxation Code that Humboats may be required to pay a possessory interest tax as a result of this Permit and Agreement to operate Kayak Rental Services in conjunction with the Berthing Permit and Rental Agreement for the vessels for Woodley Island Marina. Humboats hereby acknowledges that they have actual knowledge of the existence of a possessory interest tax and has read the provision of Section 107 to 108 of the California Revenue and Taxation Code. Humboats agrees to and shall pay all possessory interest taxes levied any governmental agencies by reason of this Permit and Agreement to Operate Kayak Rental Services and their Berthing Permit and Rental Agreement for their vessels, for Woodley Island Marina.

EXECUTED on, _________________________, 2016 by authority of the Board of Commissioners of the HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT.

RICHARD MARKS, President
Board of Commissioners
HUMBOLDT BAY HARBOR, RECREATION, AND CONSERVATION DISTRICT

Brian Saxton, individually, DBA HUMBOATS KAYAK ADVENTURE, as Permittee in this Permit and Agreement hereby accepts and agrees to all terms and conditions herein above set forth.

Dated: _________________________, 2016

By BRIAN SAXTON
PERMITTEE:
Humboats Kayak Adventure
**HUMBOLDT BAY**
**HARBOR, RECREATION AND CONSERVATION DISTRICT**

P.O. BOX 1030
Eureka, California 95502
(707) 443-0801
(707) 443-0800 fax

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**Date Filed**

**General Information**

1.) Name & Address of Developer, Project Sponsor and Legal Owner
Chevron USA
3400 Christie Street
Eureka, CA 95501

2.) Address of Project and Assessor’s block, lot and Parcel Number
3400 Christie Street, Eureka, CA 95501
APN 007-071-08 & -13

3.) Name, Address and Telephone No. of Person to be contacted concerning this Project
Corey Matson, Pacific Affiliates
990 W. Waterfront Drive
Eureka, CA 95501
707-445-3001x209

4.) Attach list of names and addresses of all adjoining property owners

5.) List and Describe any other related Permits & Other Public Approvals required for this Project, including those required by City, Regional, State & Federal Agencies.
City of Eureka Building Permit
Army Corps of Engineers Permit
RWQCB Permit
CA Coastal Commission Permit

6.) Existing Zoning District
Coastal Dependent Industrial

7.) Proposed Use of Site (Title of Project for which this form is filed)
Chevron Eureka Terminal Seismic Retrofit

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**For Commission Use**

A. Application No. _16-02_

   Application Type:
   - Franchise
   - Permit
   - Lease

B. Date Received by Harbor District _1-8-2016_

C. Date Accepted for filing by BOC

D. Date of Public Notice

E. Date of Acceptance EIR or Negative Declaration

F. Date of Public Notice

G. Date of Public Hearings

H. Date of Approval

   Disapproval
   Conditional Approval

I. Expiration Date

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**Comments**

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**RECEIVED**

JAN - 8 2016

H.B.H.R. & C.D.
Describe in detail the proposed project:

This is a compliance driven project as required by the California State Lands Commission per California Building Code Chapter 31F, Marine Oil Terminals. It has been determined the existing structure is inadequate to support the pipeway during the design seismic event. Due to the nature of the structure (fuel pipeway), it is imperative Phase I of the project be completed in 2016 and Phase II completed in 2017. The proposed project involves upgrades to the existing pipeway and unloading platform structural support system by replacing the existing wood pile supported bents with a new steel pile and bent system. The project is divided into two phases scheduled to take place over the course of two years:

2016: Phase one includes retrofit of the wharf unloading platform and replacement of the two westernmost trestle bays. The wharf retrofit involves the removal of bents 118 to 120 (and approximately 31 existing timber piles), installation of four 24" diameter steel piles and installation of a 31.5' x 37.5' prefabricated concrete platform structure.

2017: Phase two is the retrofit of the trestle pipeway. The existing support system for the trestle pipeway will be replaced with a cantilever support system and will involve the removal of 38 existing timber piles and installation of twenty 16" diameter steel piles. The steel piles will be placed approximately every 30 ft. along the south side of the pipeway.

In total 69 existing treated timber piles will be removed. There will be no changes to the footprint of the wharf or trestle pipeway as a result of this project. For a more detailed description see the attached Memorandum by Moffatt & Nichol, dated December 7, 2015.
Answer all questions completely on a separate sheet of paper. If the question does not apply to your project, so indicate by marking N.A. If you have questions, please contact the Harbor District Office.

**Project Description**

8. Site Size
9. Square Footage
10. Number of floors of construction
11. Amount of off-street parking provided
12. Attach plans
13. Proposed scheduling
14. Associated projects
15. Anticipated incremental development
16. If residential, include the number of units, schedule of unit sizes, range of sale prices or rents, and type of household size expected.
17. If commercial, indicate the type, whether neighborhood, city or regionally oriented, square footage of sales area, and loading facilities
18. If industrial, indicate type, estimated employment per shift, and loading facilities.
19. If institutional, indicate the major function, estimated employment per shift, estimated occupancy, loading facilities, and community benefits to be derived from the project.
20. If the project involves a variance, conditional use or recognizing application, state this and indicate clearly why the application is required.

Are the following items applicable to the project or its effects? Answer yes or no. Discuss all items answered yes.

21. Change in existing features of any bays, tidelands, beaches, lakes or hills, or substantial alteration of ground contours.

22. Change in scenic views or vistas from existing residential areas or public lands or roads.

23. Change in pattern, scale or character of general area of project.

24. Significant amounts of solid waste or litter.

25. Change in dust, ash, smoke, fumes or odors in vicinity.

26. Change in ocean, bay, lake, stream or ground water quality or quantity, or alteration of existing drainage patterns.
27. Substantial change in existing noise or vibration levels in the vicinity.
   A. During Construction
   B. During Project Utilization

28. Site on filled land or on slope of 10% or more.

29. Use of disposal or potentially hazardous materials, such as toxic substances, flammable or explosives.

30. Substantial change in demand for municipal services (police, fire, water, sewage, etc.)

31. Substantially increase fossil fuel consumption (electricity, oil, natural gas, etc.).

32. Relationship to larger project or series of projects

ENVIRONMENTAL SETTING:

33. Describe the project site as it exists before the project including information on topography, soil stability, plants and animals, and any cultural, historical, or scenic aspects. Describe any existing structures on the site and the use of the structures. Attach photographs of the site. Snapshots or polaroid photos will be accepted.

34. Describe the surrounding properties, including information on plants and animals and any cultural, historical, or scenic aspects. Indicate the type of land use (residential, commercial, etc.) intensity of land use (one-family, apartment houses, shops, department stores, etc.) and the scale of development (height, frontage, set-back, rear yard, etc.) Attach photographs of the vicinity. Snapshots or polaroid photos will be accepted.

Questions 35; 36 and 39 MUST BE ANSWERED!

35. How will the proposed use or activity promote the public health, safety, comfort, and convenience?

36. How is the requested grant, permit, franchise, lease, right, or privilege required by the public convenience and necessity?

37. Financial statement:
   A. Estimated cost of the project.
   B. How will the project be financed.

38. Describe fully directions necessary to arrive at project site.

39. Will the Applicant agree that as a condition of the permit being issued
to Applicant, to indemnify and hold harmless the Humboldt Bay, Harbor Recreation and Conservation District from any and all claims, demands, or liabilities for attorneys’ fees obtained from or against demands for attorney’s fees, costs of suit, and costs of administrative records made against District by any and all third parties as a result of third party environmental actions against District arising out of the subject matter of this application and permit, including, but not limited to, attorney’s fees, costs of suit, and costs of administrative records obtained by or awarded to third parties pursuant to the California Code of Civil Procedure Section 1021.5 or any other applicable local, state, or federal laws, whether such attorneys’ fees, costs of suit, and costs of administrative records are direct or indirect, or incurred in the compromise, attempted compromise, trial, appeal, or arbitration of claims for attorneys’ fees and costs of administrative records in connection with the subject matter of this application and permit?

NOTE

The District hereby advises the Applicant that, under California Public Resources Code Section 21089, the District when a lead agency under the Environmental Quality Act of 1970, as amended, pertaining to an Environmental Impact Report (EIR) or a Negative Declaration may charge and collect from the Applicant a reasonable fee in order to recover the estimated costs incurred by the District in preparing an Environmental Impact Report (EIR) or Negative Declaration for the project and the procedures necessary to comply with the provisions of the public resources code on the Applicants project. In the event your project contains an analysis of issues pertaining to the Environmental Quality Act of 1970, as amended, for which District staff is not competent to independently review, or District requires the same in preparation of an Environmental Impact Report (EIR) or Negative Declaration for the project, the District may retain a reviewing consultant to evaluate the content of the Administrative-Draft EIR and Final EIR or Negative Declaration with respect to these issues. The cost of such reviewing consultant services shall be borne by the Applicant.

CERTIFICATION: I hereby certify that the statements furnished above and in the attached exhibits present the data and information required for this initial evaluation to the best of my ability, and that the facts, statements, and information presented are true and correct to the best of my knowledge and belief.

Dated: 1-7-16

[Signature]

For CHEVRON
Chevron Eureka Marine Terminal Repair Project
Humboldt Bay Harbor, Recreation and Conservation District Questionnaire

8. APN 007-071-013: 5.7 acres
   APN 007-071-008: 4.7 acres
10. One floor
11. N/A
    Above water construction will be coordinated with underwater work.
15. The project consists of two phases as described in the project description.
16. N/A
17. N/A
18. Existing bulk fuel terminal, no changes to existing operations
19. N/A
20. N/A
21. 24 steel piles to be installed in place of 69 existing treated timber piles.
22. No
23. No
24. All elements removed from the dock will be disposed of as solid waste at Waste Management
    Landfill in Anderson, CA. See project description for proposed handling procedures.
25. No
26. No, creosote piling will be removed from the structure and steel piles are proposed to be
    used as replacements.
27. A. Vibratory and impact pile driving hammers will be used during construction and will
    generate additional noise levels. As part of the permitting process, the applicant is exploring
    mitigation measures for excessive noise levels.
    B. No
28. No, project is positioned over tidal and subtidal lands.
29. Creosote treated piling will be removed and disposed of at Waste Management’s Anderson
    Landfill (or approved alternative). Steel piles are proposed to be installed.
30. No
31. No
32. This project is in addition to, and separate from, permit no. 2014-03, which allows for repairs
    to the Chevron Terminal Dock over the course of five years. Both projects are necessary to
    bring the facility into compliance with California Building Code Chapter 31F as required by the
    California State Lands Commission. The proposed project will allow for a seismic upgrade to
    the existing trestle pipeway and a portion of the wharf unloading platform, and permit no.
    2014-03 allows for repairs to the remainder of the structure.
33. See attached December 7, 2015 Moffat & Nichol Memorandum, Sheet T-1 for site plan
    showing the existing development on the site. The original timber dock was constructed in
    the early 1900’s. Currently it consists of a 594 foot long trestle, a 150 foot long wharfhead
    and five mooring dolphins. The facility is used exclusively by Chevron for fuel transfers. The
    south side of the trestle supports five fuel lines which deliver fuel from the barge to the
    upland bulk storage facility. On the dock, there is a containment area under the fuel line.
connections, a boat house, a small floating dock and an operators house. There are no cultural, historical or scenic aspects associated with the property. See photos of the site below.

34. Humboldt Bay borders the property to the north, west and south. To the northeast is vacant parcel owned by the City of Eureka. To the southeast are a number of small, developed commercial parcels. East of the dock is the Chevron bulk fuel terminal.

35. It is crucial the pipeway and wharf unloading platform be in compliance with California Building Code. The retrofit will significantly reduce the risk of pipeway failure, and subsequent release of product, during a seismic event. The environmental consequences of a failure could be severe and would also cause the public’s fuel supply to be interrupted.

36. Approximately 80% of the fuel used in the greater Eureka area is delivered via barge at the Chevron terminal. If fuel deliveries via barge are interrupted, there would be a fuel shortage in the area which would have an impact on the local economy and cause fuel prices to increase.

37. A. $1,500,000
   B. Chevron is funding the project

38. From Highway 101/Broadway Avenue in Eureka, CA, turn west on the unnamed road at the entrance to the Bayshore Mall (at the stop light between McDonald’s and the Bayshore Mall), then continue west to the security gate at the Chevron Terminal, 3400 Christie Street. The dock is to the west, just offshore from this property.

39. Yes, Chevron agrees to the stated condition.
Photographs of site

Figure 1 - Aerial of property and vicinity
Figure 2 - View along trestle looking toward wharfhead

Figure 3 - Floating dock and boat house on right, operators shack in middle, trestle pipeway on left
Figure 6 - Unloading platform to be replaced
January 8, 2016

Mr. Adam Wagschal  
Deputy Director  
Humboldt Bay Harbor, Recreation and Conservation District  
601 Startare Drive, Eureka, CA 95502

Re: Application for Harbor District Permit  
Chevron Eureka Terminal Seismic Retrofit Project  
3400 Christie Street  
Eureka, CA 95501  
APNs 004-071-008 & -013

Mr. Wagschal:

Please find attached a permit application for the proposed Chevron Eureka Terminal Seismic Retrofit project at the above referenced location. Also included are a number of attachments with additional information on the project including a detailed project description and plans. Check #10946 from Pacific Affiliates is attached to cover the plan check fee of $100.00.

California State Lands Commission is mandating Chevron upgrade their facility to comply with California Building Code Title 24 Part 2 Chapter 31F, Marine Oil Terminals. As this is a compliance driven project, and in-water construction (pile driving) is required to take place in a tight work window between Aug 1 and Oct 15, it is imperative permits are secured in time to commence Phase I in 2016, otherwise it will be pushed out an additional year to August 2017. In order to avoid delays due to permitting issues, our goal is to secure permits and/or go to hearings for all permits by June 2016.

Chevron has been working with a number of consultants to evaluate the existing structure and it has been determined it is inadequate to support the pipeway during the design seismic event. Due to the nature of the structure (fuel transfer), it is imperative Phase I of the project (fuel offloading platform) be completed in 2016 and Phase II (pipeway) be completed in 2017. The proposed project involves upgrades to the existing pipeway and unloading platform structural support system by replacing the existing wood pile supported bents with a new steel pile and bent system.

Due to the urgency of this project, Chevron would like to host a meeting with their consultants and representatives from all agencies in early February to discuss the project and potential permitting issues. An invitation to the meeting with details will be sent via email. Tentatively, the meeting is scheduled for February 11, 2016 from 10 am to 12 pm at the Eureka Best Western conference room.

This project is requested in addition to, and independent of, the existing Chevron Eureka Marine Terminal Repair Project, Permit No. 2014-03, which will still be used to make repairs to the existing structure as deemed necessary by inspection in the future.

WWW.PACAFF.COM  
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H.B.H.R. & C.D.  
JAN - 8 2016  
HYDROGRAPHIC SURVEYING • LAND SURVEYING • STRUCTURAL ENGINEERING • MARINE ENGINEERING  
GEOGRAPHICAL ENGINEERING • PROJECT MANAGEMENT • WATER RESOURCES • ARCHITECTURAL DESIGN  
ENVIRONMENTAL ENGINEERING • PLANNING AND PERMITTING • LAND DEVELOPMENT
All permits are being applied for concurrently, verification of permit approvals can be provided once they are issued, if necessary. After you have had a chance to review the application, please let me know if there is anything else you need. Also, please contact me once you have made a determination as to what the CEQA requirements will be for this project.

Digital copies of the attachments are available upon request. Should you have any questions or require additional information please contact this office or me via email at cmatson@pacaff.com.

Sincerely,

[Signature]

Corey Matson
RCE 75416

Attachments

cc: File 15-1831
At the Request of Chevron, Moffatt & Nichol (M&N) prepared this memo summarizing the construction work to be performed at the Chevron Eureka Terminal for environmental permits related to seismic retrofit of the existing pipeway and wharf. The upgrade is required per and is performed in compliance with California Building Code (CBC) Chapter 31F. The structure is an unoccupied private facility not accessible to the public and therefore is not required to comply with the CBC Chapter 34 requirements. The retrofit is performed to prevent product spills and to protect the public health, safety, and environment, consistent with the purpose of CBC Chapter 31F (per Section §3101F.2). Following the retrofit, the oil transfer structural support system will be in compliance with MOTEMS requirements and will satisfy the Lempert-Keene-Seastrand oil spill prevention and response act (§8670.17.(b)).

The 30% design drawings are provided in Appendix A. These drawings are under review by the California State Lands Commission (CSLC) and are indicative of the work to be performed. The 100% design documents are expected to be provided to all stakeholders at the end of 2015 / early 2016 for review.

Retrofit construction is considered to occur at the Wharf and the Trestle Pipeway. It is expected the Wharf Retrofit Unloading Platform and a short section (two bays) of Trestle Retrofit Pipeway will occur in Q3 / Q4 of 2016, followed by the remaining construction in Q3 / Q4 of 2017. All in-water work (pile driving) will occur within the regulated in-water work windows. Above water work (non pile-driving) may occur outside of these work windows.

The marine oil terminal will be functional during pile driving; however, no oil product vessel will be at berth at the time of pile driving. A two to three week shut-down period would be required for the Wharf Retrofit Unloading Platform. No shut-down period is required for the Trestle Pipeway Retrofit.
As part of this work, sixty nine (69) existing treated (creosoted) timber piles will be removed. Additional treated timber piles on site may be removed as further mitigation of construction based on negotiation between Chevron and Authorities Holding Jurisdiction.

Wharf Retrofit Unloading Platform

Retrofit of the wharf includes removal of existing Bents 118 to 120 and replacement of that area with a new Unloading Platform structure. The new Unloading Platform will mostly fill the removed area of the wharf, but will be isolated from the existing wharf. The new platform deck will be approximately 31 ft-6 in by 37 ft-6 in with access by 3 ramps to the existing structure.

Primary containment at the existing wharf consists of a drip pan at the hose connection flanges which will be re-used on the new platform. Secondary containment will be provided by an 8 in tall concrete curb provided around the containment area, resulting in a total containment volume of approximately 528 ft³. Rainwater falling within the secondary containment will drain to a rainwater catch basin, which is at the edge of the structure. This catch basin will have a volume of approximately 67 ft³. Rainwater within the catch basin will be discharged to a landside oily water tank for processing. Concrete deck outside of the secondary containment will drain to the bay.

Water depth in the area of the Wharf Retrofit Unloading Platform is in the range of 20 to 25 ft. There is no eel grass in this area. It is expected that construction will be performed from a floating barge which may be anchored, tied to the existing structure, have spud piles dropped, or some combination thereof to hold position. All pile driving will occur within the water column and will therefore be considered in water work.

Construction staging of the Wharf Retrofit Unloading Platform will consist of the following steps. In water work is noted where required.

1. Phase I (Before shut down)
   1.1. Relocate affected utilities
   1.2. Remove portions of the deck stringers and planks to provide opening for driving of new piles. Provide additional framing as necessary to transfer loads and provide marking and barriers to limit access near openings.
   1.3. Install containment berm as necessary
   1.4. Drive new 24"Ø and 16” Ø steel pipe piles [in-water work]
   1.5. Cut new piles to elevation
   1.6. Weld on new pile cap plate
   1.7. Survey pile cap plate center for horizontal and vertical control. Provide locations to platform fabricator to incorporate into the prefabricated construction.
   1.8. [OPTIONAL] Remove existing non load bearing batter treated timber piles and treated timber fender piles within the footprint of the final deck removal (Bents 117 to 121) [in water work]. Remove associated blocking.

2. Phase II (During shut down)
2.1. Clear and remove piping up to existing flanges at Bent 34 of the trestle. Store piping for later reinstallation.

2.2. Remove containment, decking, stringers, pile caps

2.3. Remove remaining treated timber piles [in-water work]

2.4. Install prefabricated unloading platform and weld to pile cap plates. Installation will likely be performed by floating the platform superstructure into position on a barge at high tide and then allowing the tide to fall and the superstructure to land in place.

Additional jacking may also be provided to aid in alignment and maintaining elevation.

2.5. Install access ramps

2.6. Reinstall oil product piping and primary containment basin at flanges

2.7. Install temporary fire lines and utilities as necessary

3. Phase III (Post Return to Operations)

3.1. Install permanent fire water lines

3.2. Install vehicle barriers

3.3. Install cabling to pipeway retrofit bents

3.4. Install permanent guard rails along cut edge of existing wharf

3.5. Install blocking at exposed edges of stringers along cut edge of existing wharf

3.6. Reroute utilities to permanent locations (at completion of Trestle Pipeway Retrofit)

Trestle Pipeway Retrofit

At the trestle, the retrofit consists of underpinning of the trestle pipeway. A single steel pipe pile is installed at a maximum 30 ft spacing on the south side of the trestle along its full length. An underpinning beam cantilevered from the pile is installed from below the pipeway and braced back to the pile.

Teflon sliding plates or saddles are inserted to support the piping and allow it to move longitudinally and be restrained transversely between the pile and the transversely anchored 10 in diameter fire water line.

The existing timber pile cap and pile along the pipeway will be removed once the new supports are installed. An aramid cable will then be installed along the pipeway. The critical electrical conduits will also be moved to the new trestle pipeway.

Water depth in the area of the Trestle Pipeway Retrofit is in the range of none to 20 ft. There is eel grass extending out approximately 400 ft from the shoreline. Grounding of the barge within the eel grass areas will not be permitted. It is expected that construction will be performed from the landside or from a jack-up barge which is moved into place at high water. Where possible, pile driving will occur during low water conditions when the pile is exposed to air all the way to the mudline (thus no bubble curtain or other mitigation is required). All pile driving which does occur within the water column will be considered in water work requiring an acoustic mitigation.

Construction staging of the Trestle Pipeway Retrofit will consist of the following steps: in water work is noted where required.
1. Drive new 16” Ø steel pipe piles [in-water work]
2. Cut new piles to elevation and place pile cone cap
3. Weld on new pipeway beam cantilever brace support
4. Install new pipe seats after which the piping is supported by the new retrofit pipeway supports
5. Remove existing timber pilecaps below the pipeway
6. [OPTIONAL] Remove existing treated timber piles below the pipeway [in-water work]
7. Install cabling to pipeway retrofit bents
8. Reroute utilities to permanent locations

The two closest bays to the Wharf Retrofit Unloading Platform will be installed at the same time as the platform in order to provide an opportunity to have lessons learned prior to construction of the remaining trestle retrofit the following year.

Piles to be installed
Piles to be installed consist of the following:

- Wharf Retrofit
  - Four (4) 24” Ø hollow steel pipe piles driven to a tip elevation of approximately -76 ft MLLW
- Trestle Pipeway Retrofit
  - Twenty (20) 16” Ø hollow steel pipe piles driven to a tip elevation of approximately -36.5 ft to -56.5 ft MLLW, depending on location along pipeway (longer piles at deeper mudline locations).

Pile Driving
Pile driving will be performed by impact or vibratory hammer until refusal or tip elevation is reached. Hammer equipment, size, and duration of vibration will be determined by the contractor based on their means and methods. Acoustic noise mitigation (such as bubble curtains or screens around the driven pile) will be required. It is expected that the 24” diameter piles will be either vibrated to tip elevation. If early refusal occurs on the vibratory hammer driving, then an impact hammer will be used to drive to a shallower tip elevation which satisfies blow count requirements. It is expected that the 16” diameter piles will be vibrated to tip elevation, but a hammer may be required if they cannot be vibratory driven to the required depth. Pile driving for the Wharf retrofit would be outside of eelgrass areas. Part of the trestle retrofit would be located within eel grass areas. All pile driving will occur within the appropriate work windows.
Removal
Removal of the existing timber deck is to occur at the Wharf between bents 117 and 121 (approximately 1,300 ft³). Thirty one (31) approximately 14-inch diameter timber batter or plumb piles will be removed at this area. Piles will likely be removed by being lifted out by a barge crane and placed on a barge. If possible, piles will be removed below the mudline; however, where piles split at or below the mudline during the removal process the remaining stub pile will be left in place.

Along the trestle the existing timber pilecap below the piping will be removed once the new pipeway supports are installed. Partial or full removal of thirty eight (38) 14-inch diameter timber plumb piles supporting the pipeway will also occur at this time. Where possible, the piles will be removed below the mudline by lifting out with a barge crane; however, where piles split at or below the mudline during the removal process the remaining stub pile will be left in place below 1 ft below the mudline. Where existing piping does not allow the existing pile to be lifted out, the pile will be cut at 1 ft below the mudline and the stub pile will be left in place.

Specific details regarding the methods of removal will be based on the contractor’s selected means and methods. Debris would not be permitted to fall into the water. The deck would be swept as often as necessary to control the spread of debris that may result in foreign object damage potential to water, vehicles, and vessels. All collected debris would be disposed of properly at a landfill. Equipment may be placed on a barge and brought to site. No heavy equipment will be operated from the existing jetty.
APPENDIX A

RETROFIT 30% DRAWINGS
Redwood Terminal 2
Fire Alarm System

THIS AGREEMENT, MADE THIS 6th Day OF JANUARY 2016, by and between the Humboldt Bay Harbor, Recreation and Conservation District, hereinafter called the "DISTRICT" and Advanced Security Systems doing business as (an individual), or (a partnership), or (a corporation), hereinafter called "CONTRACTOR."

WITNESSETH: That for and in consideration of payments and agreements hereinafter mentioned:

1. Subject to available funding, DISTRICT will issue a Notice to Proceed allowing materials orders to be placed.

2. CONTRACTOR will commence and complete the Redwood Terminal 2 Fire Alarm System as described in Exhibit A, which is incorporated by reference as part of this Agreement.

3. CONTRACTOR'S Bid Proposals for Redwood Terminal 2 Fire Alarm System dated September 29, 2014 and December 1, 2015 are hereby incorporated by reference as part of this Agreement as Exhibit B.

4. CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the Redwood Terminal 2 Fire Alarm System as described in Exhibit A.

5. CONTRACTOR will commence with materials orders for the Redwood Terminal 2 Fire Alarm System immediately after the Notice to Proceed is issued and will complete the same on or before 5:00 PM, 120 calendar days after the issue date of the Notice to Proceed unless the period for completion is extended otherwise by agreement of the DISTRICT.

6. CONTRACTOR agrees to perform all of the work described in the Bid Specifications, (Exhibit A) and comply with terms therein for the sum not to exceed $38,178.40. Bid amount will include applicable taxes.

7. Payment will be made within 30 days of complete replacement and acceptance by the DISTRICT.

8. CONTRACTOR is required to comply with the State of California prevailing wage laws in effect at the time of execution of this Agreement. See California Labor Code sections 1770 et.seq. and related legal provisions. CONTRACTOR will be required to comply with any changes in these wage rates as they are updated by the State of California at no additional cost to DISTRICT.

RECEIVED
JAN 21 2016
H.B.H.R. & C.D.
9. All work is to be done in accordance with DISTRICT’S specifications as described in Exhibit A in a manner and subject reasonably acceptable by DISTRICT. It is understood that the CONTRACTOR will perform hereunder will be in its professional capacity as an independent entity; and that at no time shall CONTRACTOR be deemed an employee or agent of DISTRICT, nor shall it have the authority to obligate DISTRICT in any manner.

10. CONTRACTOR assumes full and exclusive responsibility for the payment of all compensation and expenses of CONTRACTOR’S employees and for all state and federal income tax, unemployment insurance, Social Security, disability insurance and other applicable withholdings, measured by the wages, salaries or other remuneration paid CONTRACTOR’S employees; and CONTRACTOR further agrees to comply with all rules and regulations applicable thereto.

11. The standard of care applicable to CONTRACTOR’S services will be the degree of skill and diligence normally employed by others performing the same or similar services. CONTRACTOR shall not assign any interest in this contract without prior written approval of DISTRICT. CONTRACTOR shall correct any defective work subsequently discovered on all incomplete, inaccurate, or defective work rendered by CONTRACTOR and shall be remedied by CONTRACTOR on demand without cost to DISTRICT for a period of three (3) years commencing on the date of acceptance by DISTRICT.

12. CONTRACTOR will ensure DISTRICT will receive the manufacturers’ warranties on products used.

13. In the performance of this agreement, CONTRACTOR shall comply with all applicable local, state, and federal laws, rules, regulations, and ordinances including those relating to the environment, toxic or hazardous materials, and occupational health and safety. CONTRACTOR shall be responsible for the proper handling, control and disposal of any hazardous materials or waste that may be discovered, generated or utilized in the performance of this Agreement.

14. With respect to operations performed under or incident to this agreement, CONTRACTOR agrees to obtain and maintain the following insurance with coverages listed below:

   a) Worker’s compensation insurance meeting statutory limits and employers liability insurance in an amount not less than $1,000,000 for all employees engaged in this Project;

   b) Professional and General liability insurance that provide protection for claims which may arise out of or result from operations or performance under this agreement. Liability insurance coverages shall be not less than a single limit coverage of $1,000,000;

   c) Comprehensive automobile liability insurance covering all owned, hired, and otherwise operated non-owned vehicles with a minimum combined single limit of $1,000,000 each occurrence (or the equivalent) for bodily injury and property damage.
d) All insurance certificates shall list DISTRICT as additionally insured and include an Endorsement.

Any and all deductible amounts are the responsibility of the CONTRACTOR.

In the event that the CONTRACTOR contracts the services of other consultants (subconsultants) as part of the work covered by this Agreement, it shall be the CONTRACTOR’S responsibility to require and confirm that each subconsultant meets the minimum insurance requirements specified above.

15. All permits required by law will be the responsibility of the CONTRACTOR and will be obtained at CONTRACTOR’S expense except those permits expressly provided by DISTRICT.

16. DISTRICT shall have the right, at any time, in its sole discretion and with or without cause, by ten (10) days written notice to CONTRACTOR, to cancel this Agreement. CONTRACTOR shall stop work immediately upon receipt of a notice of termination.

If District exercises its right to terminate the Agreement, upon termination DISTRICT will reimburse CONTRACTOR within thirty (30) days for the services which were performed prior to termination, based upon an invoice submitted to DISTRICT describing the services completed prior to termination and an itemization of time spent and expenditures incurred. Such sums shall in no event exceed the total amount described in this Agreement.

17. CONTRACTOR shall be responsible for all injuries or deaths to persons and all damage to property of DISTRICT or others caused by or resulting from the negligence of CONTRACTOR, its employees, agents, or subcontractors during the progress of or connected with rendition of services herein rendered, and shall defend and hold harmless and indemnify DISTRICT and all its officers and employees of DISTRICT from all costs and payments for damages for injuries or deaths arising out of the negligence of performance of work of CONTRACTOR or its subcontractors under this Agreement.

18. Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a Contractor may be referred to the Registrar, Contractor's State License Board, 9821 Business Park Drive, P.O. Box 26000, Sacramento, CA 95826.

19. This Agreement represents the entire agreement between DISTRICT AND CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. In the event any provision of this Agreement shall be determined to be void or unenforceable by any court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement and all such other provisions shall remain in full force and effect.

This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in quadruplicate, each of which shall be deemed and original on the date first above written.

Humboldt Bay Harbor, Recreation & Conservation District

By __________________________
RICHARD MARKS, President
Board of Commissioners

GREG DALE, Secretary
Board of Commissioners

______________________________
Contractor (Seal)

By __________________________

1336 4th St - Eureka CA 95501
Address
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE INSURING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
California Moridian Insurance
509 J St, Ste 3
Eureka, CA 95501
Stan Smith

CONTACT NAME: Theatta Smith
PHONE: 707-269-4368
FAX: 707-269-4360
EMAIL: theatta@ssins.biz

INSURER(S) AFFORDING COVERAGE
INSURER A: Employers Compensation Ins Co
NAIC #: 11512

COVERAGE:
- COMMERCIAL GENERAL LIABILITY
- AUTOMOBILE LIABILITY
- UMBRELLA LIABILITY
- WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

CERTIFICATE NUMBER: EIG1391676-04
ISSUED: 10/01/2015
POLICY NUMER: EIG1391676-04
EXPIRE: 10/01/2016

CEILING LIMITS:
- EACH OCCURRENCE: $0
- MED EXP (Any one person): $0
- PERSONAL & ADV INJURY: $0
- GENERAL AGGREGATE: $0
- PRODUCTS & COM/HOP AGG: $0
- COMBINED SINGLE LIMIT: $0
- BODILY INJURY (Per person): $0
- BODILY INJURY (Per accident): $0
- PROPERTY DAMAGE: $0
- EACH OCCURRENCE: $0
- AGGREGATE: $0
- E.L. EACH ACCIDENT: $1,000,000
- E.L. DISEASE: EA EMPLOYEE: $1,000,000
- E.L. DISEASE - POLICY LIMIT: $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
is Certificate shows Evidence of Workers Compensation Insurance Project
dwood Terminal 2 Fire Alarm System.

CERTIFICATE HOLDER
HUMBBAY
Humboldt Bay Harbor,
Recreation & Conservation Dist
601 Startac Dr.
Eureka, CA 95501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Stan Smith

©1988-2014 ACORD CORPORATION. All rights reserved.
CERTIFICATE OF LIABILITY INSURANCE

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Craig C. Hansen Insurance
2103 3rd Street
Eureka, CA 95501
Craig C. Hansen

CONTACT
Name: Craig C. Hansen
Phone: 707-445-9691
Fax: 707-445-9102
Email: alisa@cchins.com

INSURER(S) AFFORDING COVERAGE
INSURER A: Lexington Insurance Company
NAIC #: 002350
INSURER B: Wesco Insurance Co
INSURER C: AGCS Marine Insurance Co.
INSURER D:
INSURER E:
INSURER F:

COVERAGES
CERTIFICATE NUMBER:
REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Humboldt Bay Harbor Recreation & Conservation District, its officers, agents and employees, are included as Additional Insureds with regard to the General Liability and Auto Liability policies. Coverage is Primary and NonContributory. Coverage for OCIP/WrapUp Programs is excluded.

email: PTyson@humboldtbay.org or jcrider@humboldtbay.org

CERTIFICATE HOLDER
HUMBAY2

Humboldt Bay Harbor
Recreation & Conservation Dist
Redwood Terminal 2
364 Vance Avenue
Samoa, CA 95564

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2014/01) The ACORD name and logo are registered marks of ACORD
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Blanket where required under written contract.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions
   This insurance does not apply to "bodily injury" or "property damage" occurring after:
   (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
   (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

It is further agreed that such insurance as is afforded by the policy for the benefit of the additional insureds shall be primary insurance, but only as respects any claims, loss or liability arising out of the Named Insured's operations and any insurance maintained by the Additional Insured shall be non-contributing.
ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:
When Required By Written Contract

Location And Description of Completed Operations:

Additional Premium:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” at the location designated and described in the schedule of this endorsement performed for that insured and included in the “products-completed operations hazard.”
BUSINESS AUTO COVERAGE EXPANSION ENDORSEMENT

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the COVERAGE FORM apply unless modified by the endorsement.

A. Newly Acquired or Formed Organizations, Employee Hired Car Liability and Blanket Additional Named Insured Status for Certain Entities.

Item 1. Who Is an Insured of Paragraph A. Coverage under SECTION II — COVERED AUTOS LIABILITY COVERAGE is amended to add:

d. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership of a majority interest (greater than 50%), will qualify as a Named Insured; however,

(1) coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

(2) coverage does not apply to "bodily injury", "property damage" or "covered pollution cost or expense" that results from an "incident" which occurred before you acquired or formed the organization; and

(3) coverage does not apply if there is other similar insurance available to that organization, or if similar insurance would have been available but for its termination or the exhaustion of its limits of insurance.

This insurance does not apply if coverage for the newly acquired or formed organization is excluded either by the provisions of this coverage form or by endorsement.

e. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

f. Any person or organization you are required by written contract or agreement to name as an additional "insured", but only with respect to liability created in whole or in part by such agreement.

B. Increase Of Loss Earnings Payment

Subpart (4) of a. Supplementary Payments of Item 2, Coverage Extensions of Paragraph A. Coverage under SECTION II — COVERED AUTOS LIABILITY COVERAGE is amended to read:

(4) We will pay reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $1,000 per day because of time off from work.

C. Fellow Employee Injured By Covered Auto You Own Or Hire

Item 5, Fellow Employee of Paragraph B. Exclusions under SECTION II — COVERED AUTOS LIABILITY COVERAGE is amended to add:

This exclusion does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire. Such coverage as is afforded by this provision is excess over any other collectible insurance.

D. Limited Automatic Towing Coverage

Item 2, Towing, of Paragraph A. Coverage, under SECTION III — PHYSICAL DAMAGE COVERAGE is amended to read:

2. Towing
We will pay for towing and labor costs each time that a covered "auto" is disabled. All labor must be performed at the place of disablement of the covered "auto":

a. The limit for "autos" other than private passenger types is $250;

b. The limit for "autos" of the private passenger type is as shown in the Declarations;

c. No deductible applies to this coverage.

E. Item 3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects or Missiles of Paragraph A. Coverage under SECTION III – PHYSICAL DAMAGE COVERAGE, is amended to add:

Glass Repair Coverage
We will waive the Comprehensive deductible for Glass, if one is indicated on your covered "auto", for glass repairs. We will repair at no cost to you, any glass that can be repaired without replacement, provided the "loss" arises from a covered Comprehensive "loss" to your "auto".

F. Increase Of Transportation Expense Coverage
Subpart a. Transportation Expenses of Item 4. Coverage Extensions of Paragraph A. Coverage under SECTION III – PHYSICAL DAMAGE COVERAGE, is amended to read:

a. Transportation Expenses
We will pay up to $50 per day to a maximum of $1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage or Theft Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

G. "Personal Effects" Coverage
Paragraph B. Exclusions under SECTION III – PHYSICAL DAMAGE COVERAGE, is amended to add:

"Personal Effects" Coverage
We will pay actual cash value for "loss" to "personal effects" of the "insured" while in a covered "auto" subject to a maximum limit of $2,500 per "loss", for that covered "auto" caused by the same "accident". No deductible will apply to this coverage.

H. "Downtime Loss" and Rental Reimbursement Coverage
Paragraph A. Coverage, under SECTION III – PHYSICAL DAMAGE COVERAGE, is amended to add:

"Downtime Loss" and Rental Reimbursement Coverage
We will pay any resulting "downtime loss" and rental reimbursement expenses you sustain as a result of a covered physical damage "loss" to a covered "auto" up to a combined maximum of $100 per day, for a maximum of 30 days for the same physical damage "loss", subject to the following conditions:

a. We will provide "downtime loss" and rental reimbursement beginning on the 6th day after:

(1) We have given you our agreement to pay for repairs to a covered "auto" and you have given the repair facility your authorization to make repairs; or

(2) Coverage for "downtime loss" and rental reimbursement expenses will end when any of the following occur:

(a) You have a spare or reserve "auto" available to you to continue our operations.

(b) You purchase a replacement "auto".

(c) Repairs to your covered "auto" have been completed by the repair facility and they determine the covered "auto" is road-worthy.

(d) You reach the 30 day maximum coverage.

I. "Personal Effects" Exclusion
Paragraph B. Exclusions under SECTION III – PHYSICAL DAMAGE COVERAGE, is amended to add:

"Personal Effects" Exclusion
We will not pay for "loss" to "personal effects" of any of the following:
a. Accounts, bills, currency, deeds, evidence of debt, money, notes, securities or commercial paper or other documents of value.

b. Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry; watches; precious or semi-precious stones.

c. Paintings, statuary and other works of art.

d. Contraband or property in the course of illegal transportation or trade.

e. "Loss" caused by theft, unless there is evidence of forced entry into the covered "auto" and a police report is filed.

J. Accidental Airbag Discharge Coverage

Item 3.a. of Paragraph B. Exclusions under SECTION III – PHYSICAL DAMAGE COVERAGE is amended to read:

a. Wear and tear, freezing, mechanical or electrical breakdown. The exclusion relating to mechanical break-down does not apply to the accidental discharge of an air bag.

K. Loan or Lease Gap Coverage

Paragraph C. Limit Of Insurance under SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add:

If a covered "auto" is owned or leased and if we provide Physical Damage Coverage on it, we will pay, in the event of a covered total "loss", any unpaid amount due on the lease or loan for a covered "auto", less:

a. The amount paid under the Physical Damage Coverage Section of the policy; and

b. Any:

(1) Overdue lease or loan payments including penalties, interest or other charges resulting from overdue payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;

(4) Security deposits not refunded by the lessor; and

(5) Carry-over balances from previous loans or leases.

L. Aggregate Deductible

Paragraph D. Deductible under SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add:

Regardless of the number of covered "autos" involved in the same "loss", only one deductible will apply to that "loss". If the deductible amounts vary by "autos", then only the highest applicable deductible will apply to that "loss".

M. Diminishing Deductible

Paragraph D. Deductible under SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add:

Any deductible will be reduced by the percentage indicated below on the first "loss" reported during the corresponding policy period:

<table>
<thead>
<tr>
<th>Loss Free Policy Periods With the Expansion Endorsement</th>
<th>Deductible Reduction on the first &quot;loss&quot;</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>0%</td>
</tr>
<tr>
<td>2</td>
<td>25%</td>
</tr>
<tr>
<td>3</td>
<td>50%</td>
</tr>
<tr>
<td>4</td>
<td>75%</td>
</tr>
<tr>
<td>5</td>
<td>100%</td>
</tr>
</tbody>
</table>

If we pay a Physical Damage "loss" during the policy period under any BUSINESS AUTO COVERAGE FORM you have with us, your deductible stated in the Declaration's page of each such COVERAGE FORM will not be reduced on any subsequent claims during the remainder of your policy period and your deductible reduction will revert back to 0% for each such COVERAGE FORM if coverage is renewed.

N. Knowledge of Loss and Notice To Us

Subsection a. of Item 2. Duties In the Event of Accident, Claim, Suit or Loss of Paragraph A. Loss Conditions under SECTION IV – BUSINESS AUTO CONDITIONS is amended to add:

However, prompt notice of the "accident", claim, "suit" or "loss" to us or our authorized representative only applies after the "accident", claim, "suit" or "loss" is known to:

Page 3 of 4  Includes Copyrighted Material of Insurance Services Offices, Inc. CAS901871013 Used with permission
(1) You, if you are an individual;
(2) A partner, if you are a partnership;
(3) An "executive officer" or director, if you are a corporation;
(4) A manager or member, if you are a limited liability company;
(5) Your insurance manager, or
(6) Your legal representative.

O. Waiver Of Subrogation For Auto Liability
Losses Assumed Under Insured Contract

Item 5. Transfer Of Rights Of Recovery
Against Others To Us of Paragraph A.
Loss Conditions under SECTION IV –
BUSINESS AUTO CONDITIONS is
amended to read:

5. Transfer Of Rights Of Recovery
Against Others To Us

If any person or organization to or for
whom we make payments under this
Coverage From has rights to recover
damages from another, those rights are
transferred to us. That person or
organization must do everything
necessary to secure our rights and must
do nothing after an "accident" or "loss"
to impair them. However, if the insured
has waived those rights to recover
through a written contract, we will waive
any right to recovery we may have
under this Coverage Form.

P. Insurance Is Primary and
Noncontributory

Subpart a. of Item 5. Other Insurance of
Paragraph B. General Conditions under
SECTION IV – BUSINESS AUTO
CONDITIONS is amended to read:

a. This insurance is primary and
noncontributory, as respects any other
insurance.

Q. Other Insurance – Hired Auto Physical
Damage

Subpart b. of Item 5. Other Insurance of
Paragraph B. General Conditions under
SECTION IV – BUSINESS AUTO
CONDITIONS is amended to read:

b. For Hired Auto Physical Damage
Coverage, the following are deemed to
be covered "autos" you own:

(1) Any covered "auto" you lease,
hire, rent or borrow; and
(2) Any covered "auto" hired or rented
by your "employee" under a
contract in that individual
"employee’s" name, with your

permission, while performing
duties related to the conduct of
your business.

However, any "auto" that is leased, hired,
rented or borrowed with a driver is not a
covered "auto".

R. Unintentional Failure To Disclose
Hazard

Paragraph B. General Conditions under
SECTION IV – BUSINESS AUTO CONDI-
TIONS is amended to add:

9. Your failure to disclose all hazards
existing as of the inception date of this
policy shall not prejudice the coverage
afforded by this policy, provided
that such failure to disclose all hazards is not
intentional. However, you must report
such previously undisclosed hazards to
us as soon as practicable after its
discovery.

S. Additional Definition

SECTION V – DEFINITIONS is amended to
add:

"Tractor" means a truck with a gross
vehicle weight in excess of 45,000
pounds.

"Personal effects" means personal
property owned by the "insured".

"Downtime loss" means actual loss of
"business income" for the period of time
that a covered "auto":

1. is out of service for repair or
replacement as a result of a covered
physical damage "loss" and
2. is in the custody of a repair facility if
not a total "loss".

"Business income" means:

1. Net income (Net profit of loss before
income taxes that would have been
earned or incurred; and
2. Continuing normal operating
expenses incurred, including payroll.

In this endorsement, Headings and Titles
are inserted solely for the convenience and
ease of reference. They do not affect the
coverage provided by this endorsement,
nor do they constitute any part of the terms
and conditions of this endorsement. All
other policy wording not specifically
changed, modified, or replaced by this
endorsement wording remains in effect.
ENDORSEMENT

This endorsement, effective 12:01 AM
Forms a part of policy no.: 41181499-03
Issued to: PEKRUSA ENTERPRISES, INC.
D/B/A ADVANCED SECURITY SYSTEM
By: LEXINGTON INSURANCE COMPANY

WRAP-UP EXCLUSION

It is understood and agreed that this policy does not apply to any liability arising out of any project
insured under a "Wrap-up" or any similar rating plan.

All other terms, conditions and exclusions of this policy remain unchanged.

Authorized Representative or
Countersignature (In states where Applicable)
RESOLUTION NO. 2016-02

A RESOLUTION DESIGNATING BUSINESS MATTERS, APPOINTMENT AND AUTHORIZATION FOR THE HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT FOR CALENDAR YEAR 2016.

BE IT RESOLVED THAT the Board of Commissioners for the Humboldt Bay Harbor, Recreation and Conservation District hereby appoints and/or authorizes the following Business Matters for the Fiscal Year beginning January 1, 2016 and ending December 31, 2016 for all divisions of the Humboldt Bay Harbor, Recreation and Conservation District:

OFFICERS FOR THE BOARD OF COMMISSIONERS:

President -
Vice President -
Secretary -
Commissioner -
Commissioner -

ENABLING LEGISLATION:

Appendix II of the State of California Harbors and Navigation Code: Humboldt Bay Harbor, Recreation and Conservation District.

FINANCIAL:

1. Auditors – Hunter, Hunter & Hunt, LLP; 1315 Fourth Street; Eureka, CA 95501
2. District Treasurer –  Mark Wetzel, CPA; David L. Moonie & Co., LLP; 325 Second Street, Suite 301; Eureka, CA 95501
3. Budget Officer – Director of Administrative Services
4. Custodians of Funds – District Treasurer, Executive Director and Director of Administrative Services
5. Authorized to Open Accounts – District Treasurer and Executive Director
6. Investment of Surplus Funds – Custodians of Funds
7. Custodians of State, Federal and other funds, whether loans or grants, to make application for, receive and expend – Custodians of Funds and Deputy Director
8. Expenditures:
   a. Checks require any two signatures of the following: Current Commissioner, District Treasurer, Executive Director and Director of Administrative Services
b. Expenditures over $5,000 shall follow § 36 of Appendix II of the State of California Harbors and Navigation Code: Humboldt Bay Harbor, Recreation and Conservation District

c. Purchase Order for non-recurring, single expenditures over $300.00

d. Board approval of any expenditure over $5,000.00

9. Authorized Revenue Facilities:

a. Local Bank Checking, Money Market & Savings Accounts – TriCounties Bank, Eureka Branch

b. Remote Bank Checking, Money Market/Savings Accounts – BBVA Compass Bank

c. Humboldt County Treasurer to receive Humboldt County imposed tax revenues and other collected revenues for disbursement to the Humboldt Bay Harbor, Recreation and Conservation District

LEGAL NOTICE DESIGNATIONS:

1. Official Notice posting sites:
   a. District Conference Room – aside main door on outside wall
   b. District website: www.humboldtbay.org

2. The Times-Standard (newspaper of general circulation) as the newspaper for legal publications


4. Email notification to:
   a. Cities: Eureka, Fortuna, Arcata
   b. Counties: Humboldt
   c. Chambers of Commerce: Eureka, Arcata

REGULAR MONTHLY BOARD MEETINGS:

1. Location: Humboldt Bay Harbor, Recreation and Conservation District; 601 Startare Drive; Eureka, CA

2. Time: Closed Session: 6:00 p.m. PST; Regular Session: 7:00 p.m. PST

3. When: 2nd and 4th Thursdays of each month January – October; 2nd Thursday in November; 1st and 3rd Thursdays in December

SPECIAL BOARD MEETINGS:

1. Location: Humboldt Bay Harbor, Recreation and Conservation District; 601 Startare Drive; Eureka, CA

2. When: As needed
OTHER BUSINESS:

1. Election Officer – Executive Director
2. Filing of Bonds - Executive Director
3. Legal Counsel – Paul Brisco of Mitchell, Brisco, Delaney & Vrieze, LLC
   Authorized to contract as necessary – Executive Director
4. District Planner – George Williamson; Planwest Partners Inc.; 1125 16th Street;
   Arcata, CA 95521
5. Insurance Agent of Record – Special Districts Risk Management Authority
   (Property, Liability, Workers Compensation, Marina Operators Liability)
6. Recognize the Humboldt Bay Harbor, Recreation and Conservation District as an
   equal opportunity employer.
7. Designation of registered office and agent:
   Office: 601 Starlae Drive; Eureka, CA 95501
   Agent: Executive Director
8. Custodian of Public Records: Executive Director and/or Director of Administrative
   Services

PASSED AND ADOPTED by the Board of Commissioners of the Humboldt Bay
Harbor, Recreation and Conservation District at a duly called meeting held on the 28th day
of January 2016, by the following polled vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

, President
Board of Commissioners

ATTEST:

, Secretary
Board of Commissioners
CERTIFICATE OF SECRETARY

The undersigned, duly qualified and acting Secretary of the HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, does hereby certify that the attached Resolution is a true and correct copy of RESOLUTION NO. 2016-02 entitled,

A RESOLUTION DESIGNATING BUSINESS MATTERS, APPOINTMENT AND AUTHORIZATION FOR THE HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT FOR CALENDAR YEAR 2016

as regularly adopted at a legally convened meeting of the Board of Commissioners of the HUMBOLDT BAY HARBOR, RECREATION AND CONSERVATION DISTRICT, duly held on the 28TH day of January 2016; and further, that such Resolution has been fully recorded in the Journal of Proceedings in my office, and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 28th day of January 2016.

______________________________
Secretary
Board of Commissioners